

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

Document Scanning Lead Sheet

Mar-06-2009 2:30 pm

Case Number: CUD-09-628986

Filing Date: Mar-06-2009 2:26

Juke Box: 001 Image: 02425796

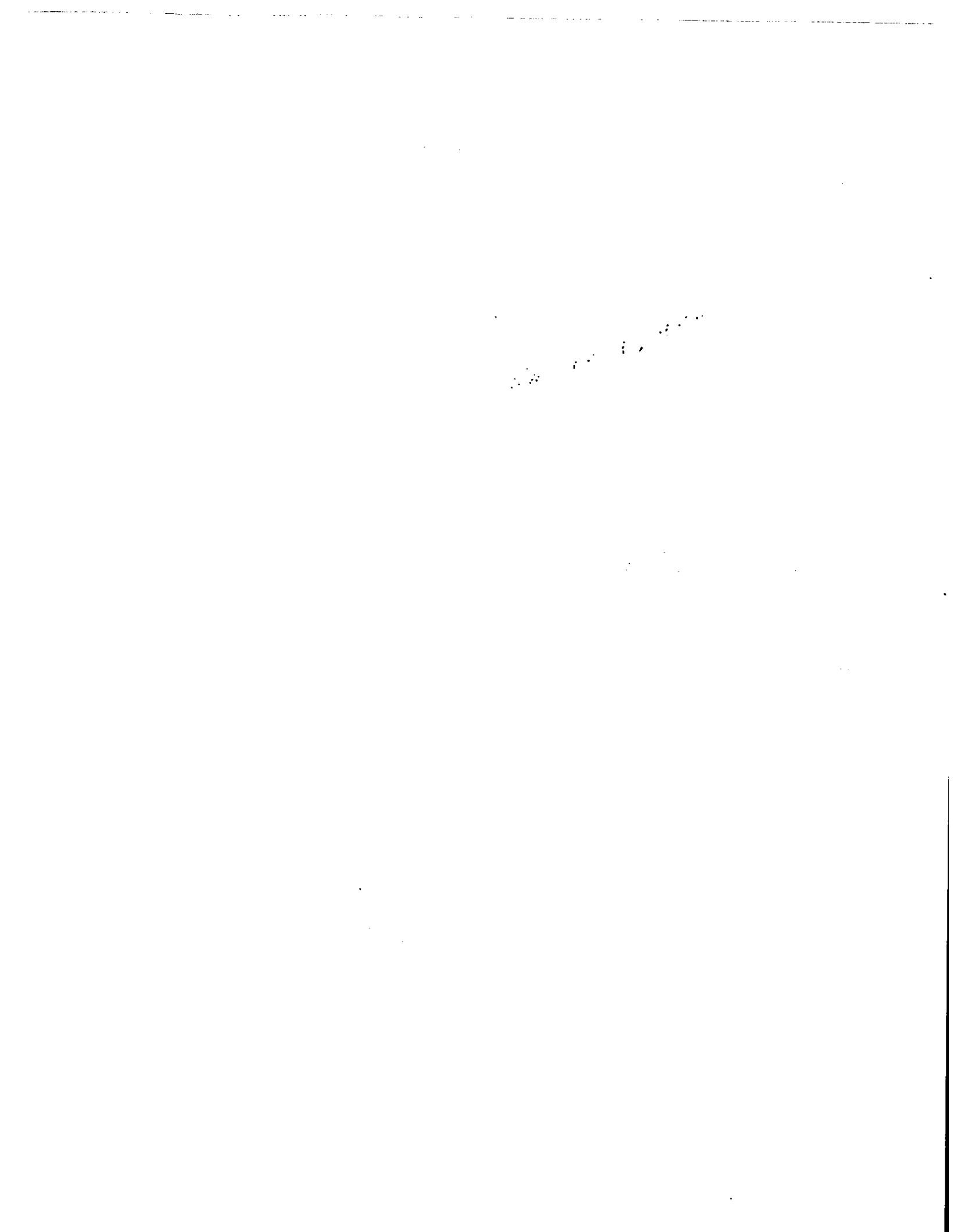
COMPLAINT

WEST HOTEL L.P., A CALIFORNIA LIMITED PARTNERSHIP VS. MARY E CRUSER et

001C02425796

Instructions:

Please place this sheet on top of the document to be scanned.



SUMMONS**(CITACION JUDICIAL)****UNLAWFUL DETAINER—EVICTION****(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)****NOTICE TO DEFENDANT: MARY E. CRUSER, and DOES 1 to 10
(AVISO AL DEMANDADO):****YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
WEST HOTEL L.P., a California limited partnership**

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

1. The name and address of the court is: SAN FRANCISCO SUPERIOR COURT
(El nombre y dirección de la corte es): LIMITED JURISDICTION

CJD 09-628986
(Número del caso):

400 McAllister Street, Room 103

San Francisco

CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MICHAEL S. ROSSOFF, ESQ.

85565 (415) 863-7100

One United Nations Plaza

San Francisco

CA 94102

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: MAR 06 2009
(Fecha)

GORDON PARK-LI

Clerk, by _____
(Secretario)D. STEPPE, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



4. NOTICE TO THE PERSON SERVED: You are served

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): _____
- c. as an occupant
- d. on behalf of (specify): _____

under: CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership)
 CCP 415.46 (occupant)

CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.90 (authorized person)
 other (specify): _____

5. by personal delivery on (date): _____

Page 1 of 2



PLAINTIFF (Name): WEST HOTEL L.P., a California limited partnership	CASE NUMBER:
DEFENDANT (Name): MARY E. CRUSER	

6. **Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):**

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and ZIP:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on (date):

010-00:858080

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and phone number, and address):
MICHAEL S. ROSSOFF, ESQ., 5565

One United Nations Plaza

San Francisco, CA 94102

TELEPHONE NO.: (415) 863-7100

FAX NO.:

ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
 STREET ADDRESS: 400 McAllister Street, Room 103

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco

CA 94102

BRANCH NAME:

CASE NAME: WEST HOTEL L.P. V. CRUSER

CIVIL CASE COVER SHEET

Unlimited Limited
 (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

-09-628986

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
 Other employment (15)

Contract

- Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

- Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

- Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
 (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 5, 2009

MICHAEL S. ROSSOFF, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CHD-60 853388

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
MICHAEL S. ROSSOFF, ESQ.
 One United Nations Plaza

85565

FOR COURT USE ONLY

San Francisco CA 94102
 TELEPHONE NO.: (415) 863-7100 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
 STREET ADDRESS: 400 McAllister Street, Room 103

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco CA 94102
 BRANCH NAME:

PLAINTIFF: WEST HOTEL L.P., a California limited partnership

DEFENDANT: MARY E. CRUSER

 DOES 1 TO 10

COMPLAINT — UNLAWFUL DETAINER*

C U D CASE NUMBER: 09 628986

 COMPLAINT AMENDED COMPLAINT (Amendment Number): _____

Jurisdiction (check all that apply):

 ACTION IS A LIMITED CIVIL CASEAmount demanded does not exceed \$10,000 exceeds \$10,000 but does not exceed \$25,000 ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): from unlawful detainer to general unlimited civil (possession not in issue) from limited to unlimited from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): WEST HOTEL L.P., a California limited partnership

alleges causes of action against DEFENDANT (name each): MARY E. CRUSER

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) a corporation.
 (3) other (specify): _____

b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
WEST HOTEL L.P.

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
141 Eddy Street, #506, City and County of San Francisco 94102

4. Plaintiff's interest in the premises is as owner other (specify): _____

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): 9/6/06 defendant (name each): MARY E. CRUSER

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): 13 months & 25 days
 (2) agreed to pay rent of \$ 199.00 payable monthly other (specify frequency):
 (3) agreed to pay rent on the first of the month other day (specify):

b. This written oral agreement was made with

(1) plaintiff. (3) plaintiff's predecessor in interest.
 (2) plaintiff's agent. (4) other (specify): _____

* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): WEST HOTEL L.P., a California limited partnership

CASE NUMBER:

DEFENDANT (Name): MARY E. CRUSER

6. c. The defendants not named in item 6a are DOE

- (1) subtenants.
- (2) assignees.
- (3) other (specify):

d. The agreement was later changed as follows (specify): Rent increased to \$221.00 a month.
Defendant's tenancy is month-to-month.

e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): MARY E. CRUSER

was served the following notice on the same date and in the same manner:

- (1) 3-day notice to pay rent or quit (4) 3-day notice to perform covenants or quit
- (2) 30-day notice to quit (5) 3-day notice to quit
- (3) 60-day notice to quit (6) Other (specify): Three Day Notice to Cure or Quit

b. (1) On (date): February 26, 2009 the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) by personally handing a copy to defendant on (date):
- (2) by leaving a copy with (name or description):

a person of suitable age and discretion, on (date): at defendant's
 residence business AND mailing a copy to defendant at defendant's place of residence on
(date): because defendant cannot be found at defendant's residence or usual
place of business.

- (3) by posting a copy on the premises on (date): February 23, 2009 AND giving a copy to a
person found residing at the premises AND mailing a copy to defendant at the premises on
(date): February 23, 2009

(a) because defendant's residence and usual place of business cannot be ascertained OR
(b) because no person of suitable age or discretion can be found there.

- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
mail addressed to defendant on (date):

- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
commercial lease between the parties.

b. (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): WEST HOTEL L.P., a California limited partnership

CASE NUMBER:

DEFENDANT(Name): MARY E. CRUSER

6. c. The defendants not named in item 6a are DOE

- (1) subtenants.
- (2) assignees.
- (3) other (specify):

d. The agreement was later changed as follows (specify): Rent increased to \$221.00 a month.
Defendant's tenancy is month-to-month.

e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): MARY E. CRUSER

was served the following notice on the same date and in the same manner:

- (1) 3-day notice to pay rent or quit
- (2) 30-day notice to quit
- (3) 60-day notice to quit
- (4) 3-day notice to perform covenants or quit
- (5) 3-day notice to quit
- (6) Other (specify): Three Day Notice to Cure or Quit

b. (1) On (date): February 26, 2009 the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) by personally handing a copy to defendant on (date):
- (2) by leaving a copy with (name or description):

a person of suitable age and discretion, on (date): at defendant's

residence business AND mailing a copy to defendant at defendant's place of residence on (date): because defendant cannot be found at defendant's residence or usual place of business.

- (3) by posting a copy on the premises on (date): February 23, 2009 AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): February 23, 2009

(a) because defendant's residence and usual place of business cannot be ascertained OR
(b) because no person of suitable age or discretion can be found there.

- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):

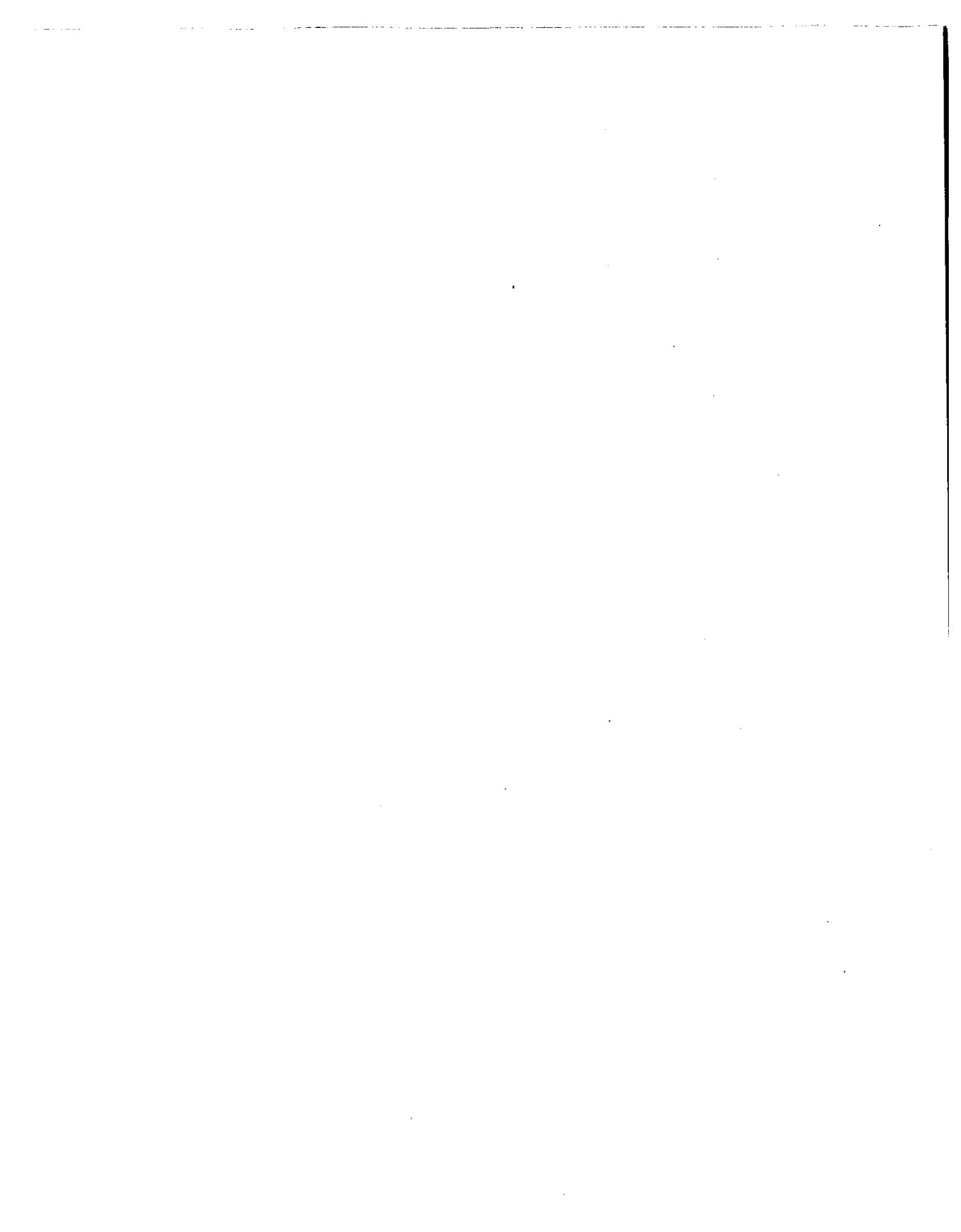
- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.



PLAINTIFF (Name): WEST HOTEL L., a California limited partnership

CASE NUMBER:

DEFENDANT (Name): MARY E. CRUSER

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. The fair rental value of the premises is \$ 7.36 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- a. possession of the premises.
b. costs incurred in this proceeding:
c. past-due rent of \$
d. reasonable attorney fees.
e. forfeiture of the agreement.

- f. damages at the rate stated in item 11 from (date): March 1, 2009 for each day that defendants remain in possession through entry of judgment.
g. statutory damages up to \$600 for the conduct alleged in item 12.
h. other (specify):

18. Number of pages attached (specify): 21, excluding complaint..

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

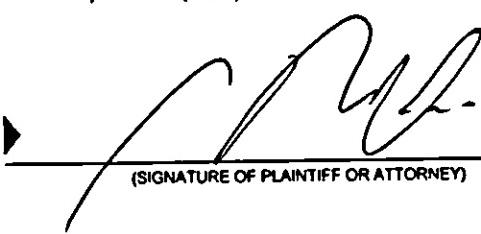
19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- a. Assistant's name:
b. Street address, city, and zip code:
c. Telephone No.:
d. County of registration:
e. Registration No.:
f. Expires on (date):

Date: March 5, 2009

MICHAEL S. ROSOFF

(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

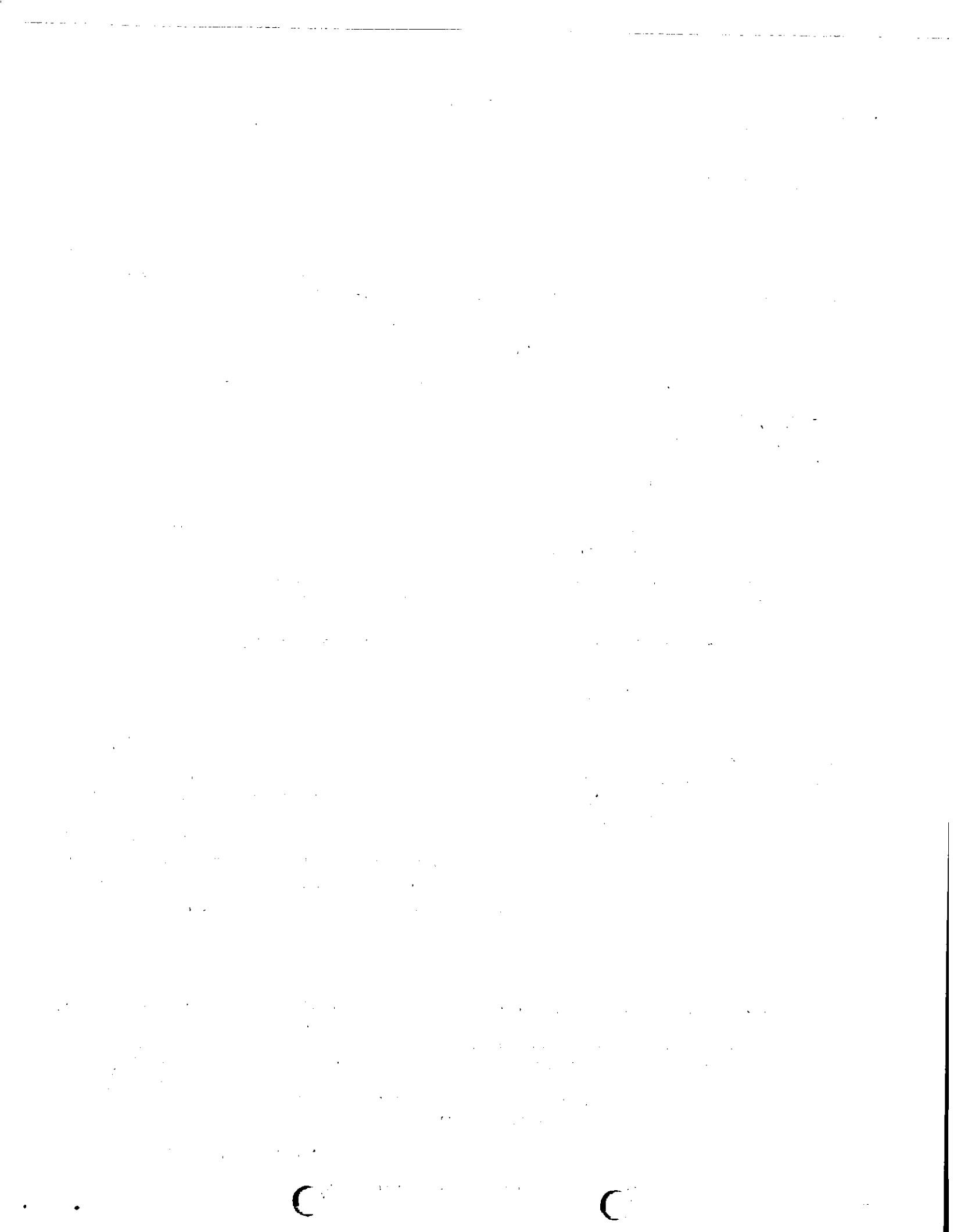
I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

"See Attached Verification"

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)



1 WEST HOTEL L.P. V. CRUSER

2
3 VERIFICATION

4 I, BILLY MARTIN, state:

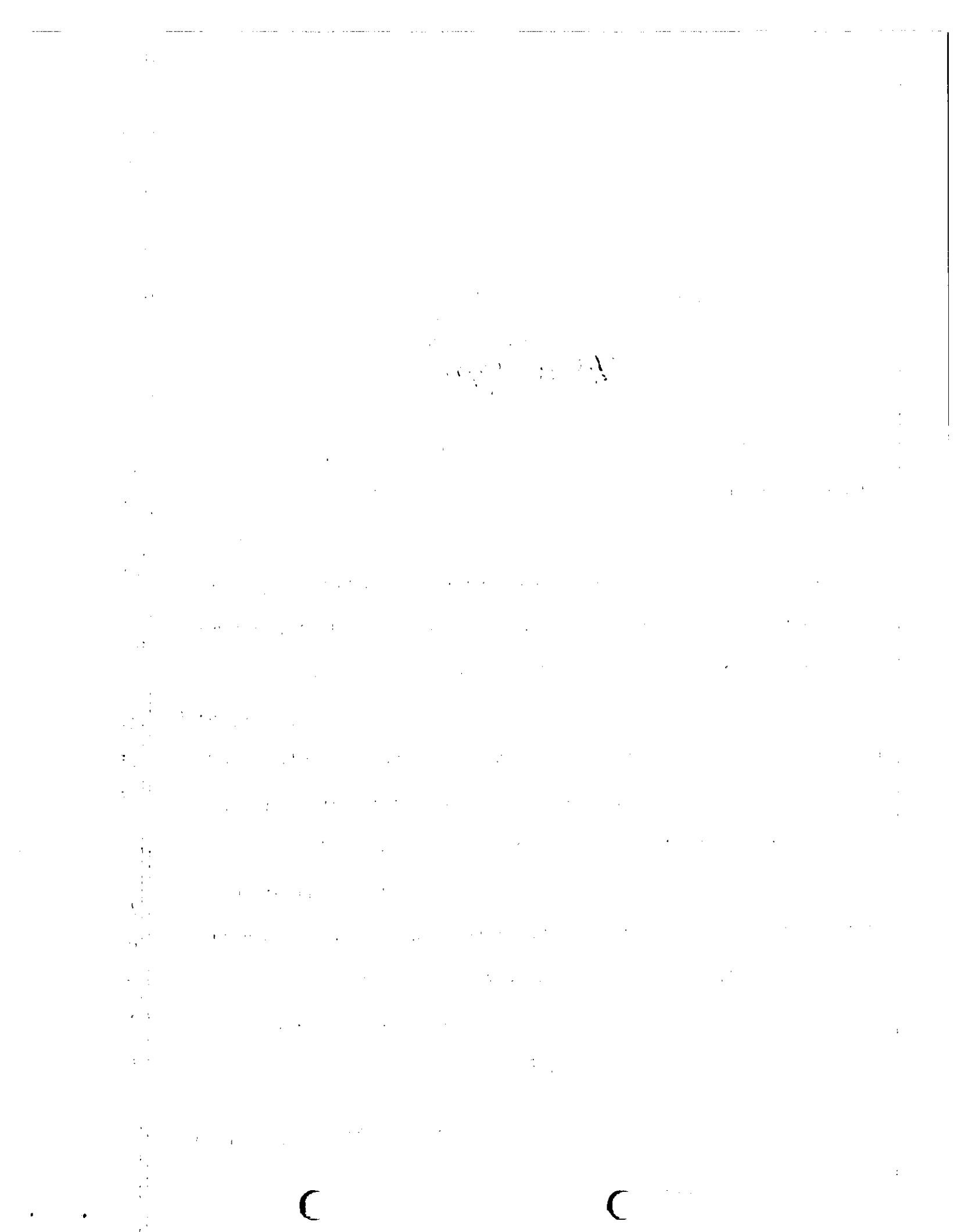
5 I am a property manager in the employ of WEST HOTEL L.P., a California limited
6 partnership, organized and existing under the laws of the State of California, which is the Plaintiff
7 in the above-entitled action.

8 I am responsible for the management of the property at 141 Eddy Street, #506, San
9 Francisco, California, and I am more familiar with the facts underlying this action than any of
10 the partners of plaintiff WEST HOTEL L.P. I have been authorized to make this verification on
11 plaintiff's behalf.

12 I have read the foregoing Complaint-Unlawful Detainer and know the contents thereof.
13 The matters stated in said document are true of my own knowledge and belief, except to those
14 matters which are therein stated upon my information and belief; as to those matters I believe
15 them to be true.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct and that this verification was executed on March 5, 2009.

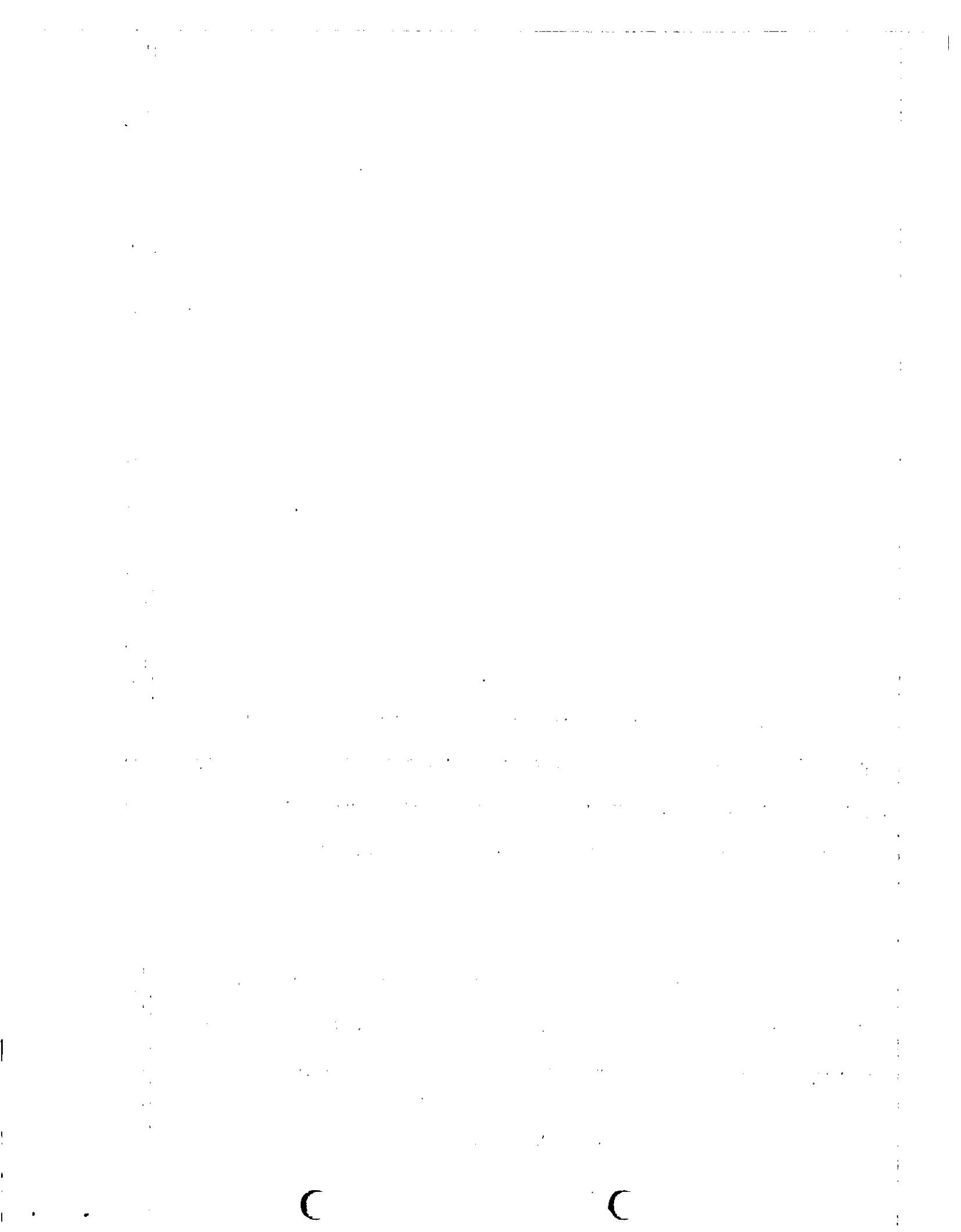
18
19
20
21 
22 _____
23 BILLY MARTIN
24 Property Manager for Plaintiff
25 WEST HOTEL L.P., a California limited partnership
26
27
28



ATTACHMENT 15

1. Defendant's dwelling unit is not subject to San Francisco Rent Control as defendant's rent is controlled and regulated by a government agency. Defendant's tenancy is exempt from the provisions of San Francisco Administrative Code Sections 37.2(r)(4)(A) and 37.2(r)(4)(B).

2. Plaintiff notified the San Francisco Housing Authority (SFHA) in writing of the commencement of procedures for termination of defendant's tenancy at the same time that plaintiff gave notice to the defendant under State or local law. The notice was given by furnishing the SFHA with a copy of the Three Day Notice to Cure or Quit on February 23, 2009.



LEASER HOUSING DIVISION
1815 EGBERT STREET
SAN FRANCISCO, CA 94124
(415) 715-3280/(415) 715-5991-FAX

TENANT/OWNER EXISTED LEASE
SECTION 8 CHOICE
VOUCHER PROGRAM

1. Parties:

Landlord WEST HOTEL, LP
Address 201 EDDY STREET
SAN FRANCISCO, CA 94102

TENANT MARY E CRUSER

2. Unit

Address 140 EDDY STREET, SUITE 200
SAN FRANCISCO, CA 94102

The household consists of the following members:

MARY CRUSER E



3. Term and Lessee:

The term of the Lease begins [REDACTED] 06/06 and shall end on 10/31/06. In the event that a new lease is not executed, the tenancy shall continue on a month-to-month basis effective the first day of the month following the expiration date of the lease. The last day of the month in which this lease shall be 11.

Rent:

A. \$ 585.00 shall be paid by the Tenant to the Landlord on behalf of the Tenant for \$ 239.00 spent directly

\$ 824.00 per month for the month of October 2006.

B. The amount of the total monthly rent payable to the Landlord during the term of the Lease (called the "Contract rent") shall be determined in accordance with the Contract between the Landlord and the PHA.

C. The portion of the Contract rent payable by the Tenant ("tenant rent") shall be an amount determined by the PHA in accordance with HUD regulations and requirements.

The amount of the tenant rent is subject to change as determined by the PHA during the term of the Lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the Tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change the Tenant agrees to pay 239.00 per month to the

Landlord as the tenant rent. The rent is due and payable on the first day of the month; the initial rent payment shall be prorated if the Lease does not begin on the first day of the month.

Prorate for September for 25 days: Tenant 199.00 HAP 488.00

Mel
9/19/06

EXHIBIT "1"

- D. The tenant re^s as determined by the PHA is the maximum amount the Landlord can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by the Landlord in accordance with this Lease.

E. Each month, the PHA will pay a housing assistance payment to the Landlord on behalf of the Tenant Family in accordance with the Contract. The monthly housing assistance payment is the difference between the contract rent and the tenant rent.

5. Utilities and Appliances:

A. The Landlord shall provide the utilities indicated on the Housing Assistance Payments Contract.

B. The Housing Assistance Payments Contract shall indicate whether the appliances are to be provided by the owner or lessee. In addition, it shall indicate whether any other appliances shall be provided by the owner.

6. Additional Terms and Conditions shall be specified under the "Utilities and Appliances" section of the Housing Assistance Payments Contract under the heading of "Other (Specify)"

7. Security Deposit:

7. Security Deposit.

The Security Deposit required by the owner is \$39.00.
A security deposit is the amount paid by the owner to the owner
specifically in the Housing Assistance Payments Contract. The
owner cannot require more than \$39.00.
legally permitted.

THIS LEASE SUPERSEDES PREVIOUSLY IN EFFECT and by signing do hereby supplemented by the

LANDLORDS, WEST HOT

TENANT IS A MEMBER OF THE CRUISER

X Signature

~~DATE~~

X -

X _____
SIGNATURE

DATE

SIGNATURE

TITLE (OWNER, LANDLORD, AGENT, MANAGER)



201 EDDY STREET
SAN FRANCISCO
CA 94102

TENDERLOIN
NEIGHBORHOOD
DEVELOPMENT

TNDC House Rules

These House Rules serve as an attachment to the Lease between Management and you as a resident.

House Rules are necessary to define acceptable activities and behaviors in an environment of community living. The House Rules are not meant to infringe on the rights of any one resident, but are meant to protect the rights of all residents, the owners, Management, and the community as a whole.

The House Rules apply equally to all residents.

These House Rules are an addendum to the Residential Lease Agreement and are equally enforceable. Any violation of the House Rules is considered a material breach of the lease agreement and legal action may be taken to remedy the breach, up to and including eviction.

These rules may be changed from time to time provided you receive at least 30 days notice and an opportunity to present comments.

1. Rent

- A. All rents are due and payable in full on the first day of each month. Payment is to be made in the form of a personal check, money order, or cashier's check only. No cash or partial payments or third-party checks will be accepted. All checks should be made payable to the name of your property.
- B. A late charge of \$20.00 will be added to your rent in any given month that your rent payment is not made within five (5) days of the due date. If your rent is paid late, you may be subject to eviction.

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- C. A \$35.00 service charge will be made on all checks returned by the bank marked "NSF" (non-sufficient funds). All rent payments thereafter will only be accepted if paid by money order or cashier's check.
- D. Any monies received will first be applied to any unpaid rent or other outstanding balance you have with TNDC. The remainder will be applied to the current rent.

2. Insurance

Residents are encouraged to obtain renter's insurance to protect against loss of personal property.

Management is not responsible for damages to resident's personal property caused by acts or events beyond the control of Management, such as fire, flood, theft, vandalism, resident abuse or neglect, bedbugs, acts of nature, terrorist acts, etc.

3. Keys and Locks

Each adult resident on the lease will receive a set of keys to the building, the unit and assigned mail box. All keys must be returned to the Building Manager at time of move-out.

If you are locked out of your unit outside of business hours, you will be charged \$25.00 per occurrence for the lockout service provided.

If you lose your key, you will be charged a fee for the re-keying service provided.

If the lock requires changing for any reasons other than the lock's failure to operate correctly due to normal wear and tear, you will be charged the cost of labor and materials. This lock charge will be assessed in cases including, but not limited to:

- 1) Abuse of the lock by a household member, guest, friend, or relative
- 2) Failure to notify management of required lock repairs

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Payment of the lock charge is due within ten (10) days of receipt of an invoice for the charge.

You are not allowed to add or change any locks to your unit at any time.

You are not permitted to provide keys to relatives, friends, or guests without the written consent of Management. In such a case, you must provide a written request to Management relieving Management of all liability in the issuance and proper usage of the requested key(s) to a relative, friend, or guest.

4. Security

Keep your apartment door closed and locked at all times. This will help ensure your privacy and security and the security of other residents in the building.

Management is not responsible for stolen or damaged property.

You have the right to politely question the presence of anyone in the building who is unknown to you. Management requests that you report suspicious persons to a staff person immediately.

5. Visitor Policy & Unsupervised Minors

Minor household members are to be accompanied by an adult household member while utilizing any common areas.

A "visitor" is an individual adult or minor whose name does not appear on the Residential Rental Agreement for the premises as a "tenant." When a visitor arrives at a property with a front desk, the front desk person will contact you by telephone. If you do not have a telephone, you will have to make alternative arrangements so as to be available to your visitor(s). We do not have staff available to go to your unit to let you know when your visitor(s) have arrived.

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- B. At properties with a front desk, visitors must sign in and out at the reception desk, and present photo identification card in one of the following forms
- a. State-issued Driver's License
 - b. State-issued Identification Card
 - c. Passport
 - d. Military Identification
 - e. Alien Card
 - f. State Government Agency issued picture ID card
 - g. Mexican Consular Registration Card
 - h. Merchant Seaman ID
 - i. Veteran's Administration ID
 - j. Day Labor Program ID
- C. All visitors must be accompanied by a resident host at all times, and are not to loiter in hallways, passageways, basement, garage, or be on the fire escapes at any time. Unescorted visitors will not be allowed into the building.
- D. Residents are held solely responsible for the actions of their visitors, and are financially responsible for any damages caused by their visitors. Visitors must follow the same rules and regulations as any resident would.
- E. Visiting hours are from 8 am to 10 pm, seven days a week. No visitors are allowed in the building at other times.
- F. No more than two (2) visitors are allowed at a time per unit.
- G. Children 13 years old and under shall not be counted towards visitor limitation rule. However, a maximum of two (2) children at a time per room can be imposed by management.
- H. Residents are permitted a maximum of nine (9) overnight visitors per calendar month. All overnight requests must be made by 9:00pm the day of the visitation.
- I. Unregistered overnight visitors remaining on the property after 10:00 pm will be considered an overnight visitor and will count as one of the nine (9) allowed overnights. You will be served a Notice of Violation for failing to seek advance approval for said visitor. Visitors must sign in daily at the front desk; violation may result in the visitor being 86'd from the building.

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- J. A visitor who appears to be intoxicated or under the influence will not be allowed onto the premises.
- K. A visitor who violates the TNDC Community Rules will be forbidden entry to the building.
- L. Any resident who violates the TNDC Community rules is subject to suspension or revocation of visitor privileges.

6. Pets

No pets of any kind are allowed. Pets owned by your visitors will not be allowed onto the premises.

Exception: Service animals are permitted for those who need them. No deposit is required for a service animal. If you require a service animal, you must submit a request form to your Building Manager and management must receive confirmation that the animal is needed. You will also need to sign an agreement indicating your compliance with the service animal policy. Residents are responsible for the proper care, hygiene, and behavior of their service animals.

7. Noise

All noise must not exceed allowable levels, especially between the hours of 10:00 pm and 7:00 am as outlined in Article 1, Section 49 of the San Francisco Police Code.

Social and friendly gatherings of residents and residents' visitors are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other resident's and/or Management. If other resident's rights to quiet and peaceful enjoyment of their residences are violated, the gathering is considered in violation of the terms of the Lease Agreement and Community Rules.

When a resident is being disturbed by loud noise, he/she will first request the person he/she thinks is responsible to be quieter. If the disturbance

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continues or is repeated, the resident should notify the General Manager and also begin keeping a log of the noise incidents with descriptions of the disturbances. At any time, the resident may contact the police to file a noise complaint.

8. Conflict Resolution

If you have a conflict with a neighbor, first attempt to solve the problem by talking to the neighbor. If this is unsuccessful, you should talk to your Building Manager. You may also complete and return a complaint form, available from your Building Manager, Desk Clerk on duty or TNDC's main office at 201 Eddy Street. This will provide us with a record in case legal action becomes necessary.

9. Grievance Policy

If you wish to register a complaint about maintenance, facility, or other issues, you should first talk to your Building Manager to resolve your grievance.

If this is unsuccessful, you may complete and return a complaint form, available from your Building Manager, Desk Clerk on duty or TNDC's main office at 201 Eddy Street. Management will respond to your complaint in writing within 3 business days.

If you believe that there has not been an adequate response to your problem, you may request an appointment with the Property Supervisor at the TNDC 215 Taylor Street office. All decisions will be made by the Property Supervisor in writing within 5 business days.

If you wish to appeal the complaint decisions made by the Building Manager and Property Supervisor, you may send a written request to the Director of Property Management at the TNDC 215 Taylor Street office. Final appeal decisions will be made by the Director of Property Management within 5 business days. All appeals at this level are final.

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10. Maintenance

- A. All items in a unit requiring maintenance, excluding emergencies, will be reported to the manager or maintenance by completing a Work Order Request Form, available at the front desk.
- B. Maintenance will not enter a unit without Permission to Enter from an adult household member, or if children are present without adult supervision.
- C. Maintenance that is performed in accordance with the rental agreement will be done on a prioritized basis.
- D. Maintenance that is performed due to negligence, abuse or misuse by the resident will be charged to the resident.
- E. 24-hour notice will be provided, except in the case of emergencies.
- F. Outside vendors will be accompanied by TNDC staff.

11. Unit Inspections and Entry

Management will periodically perform unit inspections to identify needed maintenance, safety or fire hazards, and poor housekeeping, or to comply with specific program requirements.

You will receive at least twenty-four (24) hours written notice before inspection, except in the case of an emergency which requires management to gain immediate access to the unit.

Maintenance, safety, and fire hazard items will be remedied as soon as possible by the maintenance staff. Damage caused by you and/or your visitors will be corrected and billed to you in accordance with the replacement and repair cost list provided at time of move in.

When unsanitary or unsafe conditions affecting the health and safety of the resident and their neighbors are discovered, an infraction notice will be issued to the resident, and re-inspection date will be issued. If the unsanitary or

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unsafe condition persists, appropriate action will be taken, up to and including eviction.

12. Health and Safety

- A. Resident shall not tamper with smoke detectors, alarm systems, or any building safety or security equipment.
- B. Residents are required to maintain their unit in accordance with all applicable government codes (health, sanitary conditions, fire department regulations, etc.).
- C. No smoking in bed.
- D. Residents must keep window ledges and fire escapes clear at all times.

13. Garbage Disposal

You are to dispose of trash neatly and properly in the areas appropriately marked without littering the property. If you have any questions regarding the locations of these areas, please direct them to management.

- a. It is your responsibility to haul away any large unwanted items, such as couches, chairs, etc. You will be charged for removal should such items be disposed of on the property grounds.
- b. No trash is to be thrown outside from windows or into air-wells. This includes cigarette butts. This is considered a material breach of the lease agreement and may result in legal action up to and including eviction.
- c. Use the sharps containers where provided.

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14. Pest Control

The Owner has a signed service agreement with a pest control vendor who has the right of entry into your unit. You will receive at least twenty-four (24) hours written notice of pest control service in your unit. Insect infestation in the unit may require emergency entry.

If you are experiencing any unusual pest and/or vermin control problems, contact Management. Arrangements will be made to address your specific problem.

Pest control is mandatory for all units in order to protect the health and sanitary conditions of the community. (See *Pest Addendum*)

15. Right to Reasonable Accommodation

It is the policy of the Tenderloin Neighborhood Development Corporation (TNDC) to fully comply with federal regulations in providing reasonable accommodations when a resident has need of them and requests them from management.

If you have a physical or mental disability, and as a result of this disability you need:

- a. A change in the rules or policies that would give you an equal chance to live here and use the facilities or take part in programs on site.
- b. A change or repair to your unit or a special type of unit that would give you an equal chance to live here and use the facilities or take part in programs on site.
- c. A change or repair in some other part of the building that would give you an equal chance for you to live in the building and use the facilities or take part in programs on site.

A healthcare professional must confirm in writing that the resident is disabled and needs the request fulfilled. If, after confirmation, management determines that fulfilling the request would pose an undue administrative or

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financial burden, or a fundamental change to the program, management may offer an alternative solution or deny the request. Should the tenant alter the unit, the unit must be restored to original condition upon surrendering the premises.

16. Mold and Mildew

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that Management has inspected the unit prior to leasing and knows of no damp or wet building materials, and knows of no mold or mildew contamination.

The resident is hereby notified that mold and mildew, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mold and mildew to grow. It is important that residents keep the interior of the unit clean and that they promptly notify Management of any leaks, moisture problems, and/or mold and mildew growth.

The resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew on the premises. The resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- a. The resident agrees to keep the unit free of dirt or debris that can harbor mold and mildew.
- b. The resident agrees to immediately report to Management any water intrusion, such as plumbing leaks, drips or "sweating pipes."
- c. The resident agrees to notify Management of overflows from bathroom or kitchen, especially in cases where the overflow may permeate walls or cabinets.
- d. The resident agrees to report to Management any significant mold or mildew-like growth on surfaces inside the premises that cannot be removed by simply applying a common household cleaner and wiping the area.
- e. The resident agrees to allow Management to enter the unit to inspect and make necessary repairs.

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- f. The resident agrees to use bathroom fans while showering or bathing and to report to Management any non-working fans.
- g. The resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- h. The resident agrees to report to Management any inoperable doors or windows.
- i. The resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating in to the interior of the unit.
- j. The resident agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as is reasonably possible. (Note: Mold and mildew can grow on damp surfaces within 24 to 48 hours.)
- k. The resident agrees to notify Management of any problems with the air-conditioning or heating systems that are discovered by the resident.
- l. The resident agrees to indemnify and hold harmless Management from any actions, claims, losses, damages or expenses, including but not limited to, attorney's fees that Management may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying or using the premises.

Failure to maintain the premises in accordance with these responsibilities may result in the resident being charged for some or all of the expenses incurred to correct mold or mildew conditions in a unit.

17. Megan's Law

The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood.

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The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" number telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" number telephone service.

Registered Sex Offender information can be accessed through CD-ROM or by calling (900) 463-0400.

18. Drug-Free Housing

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of controlled substances (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).

- a. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
- b. Resident or members of the resident's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
- c. Resident or members of the resident's household shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property premises or otherwise.
- d. Resident, any members of the resident's household or guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the premises.
- e. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and

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agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

19. Storage

TNDC does not provide any additional storage beyond the unit itself. Any personal effects that do not fit in your unit must be stored outside the building.

- a. Do not store personal property in the corridors, hallways, lobby or other common areas. Fire department regulations forbid the blocking of stairwells and doorways by any object. It is important that the common areas of the building are easily accessible and free of excess furniture and plants.
- b. Management will dispose of any personal effects left in the buildings common areas.
- c. Nothing at all may be stored on the fire escapes or window ledges. This includes bicycles, boxes, personal items, plants, etc.
- d. The use or storage of toxins, gasoline, cleaning solvent or other combustibles in the building is dangerous and prohibited.

20. Conduct

All residents, guests and building staff are required to treat each other with respect and courtesy at all times. The community is made up of a diversity of people with a wide variety of likes and dislikes. There are times when you will need to exercise patience and good communication skills.

- a. In accordance with California Code WIC 5150, when any resident demonstrates that they are a danger to others or to him or herself, or are gravely disabled, an appropriate emergency evaluation and intervention will be made by a mental health professional.

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- b. TNDC has a zero tolerance policy for violence, threats of violence or verbal abuse toward other residents or staff. Incidents of violence should be reported immediately to staff and the police. If you feel that you are in physical danger, you are encouraged to report this to the police and follow their recommendations. Building staff will report incidents to the police and are required to record all incidents. Violation of this policy will result in appropriate actions by management up to and including in loss of TNDC housing.

21. Miscellaneous

- a. Management is not responsible for delivery of messages, materials, or mail, or for lost or missing articles.
- b. Hot plates, other cooking appliances, kerosene space heaters, any appliances with visible electric coils, or any appliances that could cause a fire are prohibited.
- c. Smoking is not allowed inside the elevators, lobby, hallways, stairs, or in any common area of the building at any time.
- d. Drinking of alcoholic beverages is not allowed at any time in any common area of the building, including elevators, lobby, hallways, stairs, and within 20 feet of the building entrance. Drinking of alcoholic beverages is illegal for persons under 21 years of age.
- e. Residents and their visitors are not to use the roof, except at properties with a designated common area on the roof. The General Manager will inform you if there is a common area on the roof of your building.

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**ALL ADULTS (18 years and older) or EMANCIPATED YOUTH OF THE
HOUSEHOLD MUST SIGN BELOW.**

We must stress that persons found in violation of any of the above Rules and Regulations will be held liable and may be subject to court proceedings to terminate tenancy up to and including eviction.

**I HAVE READ THE ABOVE REGULATIONS AND AGREE TO ABIDE BY THEM.
I UNDERSTAND THAT VIOLATION OF THESE RULES MAY BE CAUSE FOR
EVICTION.**

TENANT(s):

Mary Cuser
Print Name

Mary Cuser
Signature

9-7-08
Date

Print Name

Signature

Date

GENERAL MANAGER, TNDC, Authorized Agent for Landlord:

Charissa Jones
Signature

9-7-08
Date

Charissa Jones
Print Name

Resident Initial and Date



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**THREE DAY NOTICE TO CURE OR QUIT
(Breach of Covenant)
Code of Civil Procedure § 1161(3)**

TO: MARY E. CRUSER: DOES 1 to 10,
and to all other persons and occupants in possession:

PLEASE TAKE NOTICE that you have violated the following covenants of your lease agreement FOR THE PREMISES KNOWN as 141 Eddy Street #506, situated in the City of San Francisco, County of San Francisco, State of California.

TNDC HOUSE RULES - 5. Visitor Policy & Unsupervised Minors: B. At properties with a front desk, visitors must sign in and out at the reception desk, and present photo identification card..." You have violated this covenant of your lease agreement by allowing your guests to enter the building without signing in at the front desk or leaving valid identification with staff before going to your rental unit. You must prior to the expiration of this notice cure your breach by ensuring your guests sign in and leave valid identification with staff before proceeding to your rental unit.

TNDC HOUSE RULES - 7. Noise: "All noise must not exceed allowable levels, especially between the hours of 10:00 pm and 7:00 am..." You have violated this covenant of your lease agreement by screaming, yelling, shouting and arguing within the common area hallways, banging on the resident's doors during early morning hours, and making unnecessary, loud noises during normal sleeping hours. These activities have created an unreasonable interference with the comfort, peace, sleep, and quiet enjoyment of other tenants in the building and has disturbed the peace, sleep livability, and quiet enjoyment of these aforementioned persons. You must prior to the expiration of this notice desist from screaming, yelling, shouting and arguing within the common area hallways, banging on the resident's doors during early morning hours and making unnecessary, loud noises during normal sleeping hours.

TNDC HOUSE RULES-21. Miscellaneous: c. "Smoking is not allowed inside the elevators, lobby, hallways, stairs, or in any common area of the building." You have violated this covenant of your lease agreement by smoking in the third floor common area hallway. Specifically, on January 14, 2009 at approximately 6:00 a.m., you were observed by management smoking crack cocaine in the third floor hallway. You must prior to the expiration of this notice desist from smoking in the hallways and common areas of the building.

PLEASE TAKE NOTICE that if the foregoing breaches of covenant are not cured within **THREE DAYS** after service of this notice upon you, you are hereby required to deliver up possession of the above-mentioned premises to The Law Offices of Michael S. Rossoff, which is located at One United Nations Plaza, San Francisco, California. Failure on your part to either cure the breaches of covenant or to vacate the premises within the

EXHIBIT "2"

1 designated time will result in legal proceedings being instituted against you to recover
2 possession of said premises, to declare a forfeiture of the lease or rental agreement under
3 which you occupy said premises, and to recover **RENTS AND DAMAGES** together with
court costs and attorney's fees.

4 **BE NOTIFIED** that if a judicial proceeding for eviction is instituted, the tenant may
5 present a defense in that proceeding. You have a right to defend this action in court.

6 **YOU ARE FURTHER NOTIFIED** that the undersigned does hereby elect to
7 declare the forfeiture of your lease or rental agreement under which you hold possession of
the above-described premises.

8 **THIS NOTICE COMPLIES** with San Francisco Administrative Code Chapter
9 37.9(a) Subsection (2) in that the tenant has violated a lawful covenant of tenancy.

10 **ADVICE** regarding this notice is available from the San Francisco Residential Rent
11 Stabilization and Arbitration Board, 25 Van Ness Avenue, Suite 320, San Francisco,
California 94102.

12
13 DATED February 23, 2009


BILLY MARTIN
Property Manager for Landlord

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